

**smiths**

Smiths Group North America, Inc.

March 30, 2002

Miss Sally White  
85 North Edgewood Road  
Bedminster  
New Jersey 07921  
USA

Valleybrook Corporate Center  
101 Lindenwood Drive, Suite 125  
Mather, PA 19355, USA  
T: +1 610 578 9600 F: +1 610 578 9607  
www.smiths-group.com

Dear Sally:

**Confirmed Appointment as Director/VP of Integration & Business Synergies - Smiths Detection & Protection Systems**

This confirms the terms and conditions applicable to your appointment as Director/VP of Integration & Business Synergies - Smiths DPS with effect from 1<sup>st</sup> April 2002. You will perform your duties at the offices of Barringer in Warren, New Jersey, USA.

**1. Responsibility and Duties**

- (1) You will be directly responsible to the Managing Director - Smiths DPS.
- (2) Your duties shall include, but shall not be limited, to the following:
  - (i) Acting as principal adviser to the MD on current and future business integration and operational synergies.
  - (ii) Management and execution of the branding and communications initiatives.
  - (iii) To support the MD in initiatives including lean enterprise and organic, acquisitive growth targets in order that we meet the profit and cash expectations of Smiths Aerospace.
  - (iv) To work closely with the DPS Board to ensure we are building the organisational capability within each of our businesses and throughout Smiths DPS - both technical and management.

**2. Place of Appointment**

At the offices of Barringer in Warren, New Jersey, USA.

**3. Termination**

Either the Company or you may terminate your appointment by giving the other six months' prior written notice.

**4. Status**

You will continue to be an employee of Smiths Group. Accordingly, the terms and conditions of your contract of employment will continue to apply except to the extent they are modified by the contents of this letter.

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15 April 02

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Exhibit A

**5. Pension**

Steve Warren in UK Pensions will advise the approach to be taken in this circumstance to ensure that your UK Executive Pensions benefit is protected, allowing you to commence a USA scheme as appropriate in your situation.

**6. Salary**

Your salary will be US \$ 140,000 payable by Smiths, U.S. Corporate Headquarters in Melvern, Pennsylvania. Your next performance review will be November 2002. Your next salary review will be 1<sup>st</sup> August 2002 with subsequent reviews annually on 1<sup>st</sup> August.

**7. Bonus**

You will be included in the Executive Bonus Scheme for fiscal year 2001/2002. Participation is subject to the approval of the Chief Executive of Smiths Group plc.

**8. SAYE Share Scheme**

You may continue to maintain any schemes in existence at the time of your new appointment but you may not participate in any new issues.

**9. Holidays**

You will be entitled to twenty-five days' annual holiday allowance per annum in addition to public holidays in the USA. Holidays should be authorised by the MD, DPS.

**10. Transport in the USA**

A car will be leased through the company for you. You will have an allowance of \$1,000 per month to spend on this benefit and should you choose a vehicle which is over and above this amount, you will reimburse the company. The company will provide appropriate levels of insurance, and Barringer shall be responsible for the repair and maintenance of the vehicle. The company will reimburse the cost of a US car licence for you. You will observe such regulations made in relation to the use of its cars by employees generally.

**11. Personal Travel**

The company shall pay for one return economy class fare from the USA to London or equivalent destinations.

**12. Relocation**

The company will accommodate your home relocation in line with Smiths Policy.

**13. Medical, Dental and Other Welfare Benefits**

Your US appointment will entitle you to participate in the U.S. Corporate Headquarters benefit plans.

**14. Green Card**

The company will pay all costs associated with your application for a 'Green Card'. A condition of this sponsorship is that if you leave Smiths Group plc employment within five (5) years of the commencement of your original secondment (May, 1999), you agree to reimburse Smiths Group for costs incurred by Smiths on a formula defined as costs incurred by Smiths times a fraction the numerator of which is the number of full months between the date of

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leaving employment and the anniversary date of your secondment 2006 and the denominator of which is 60 months.

**15. Income Tax/National Insurance**

You shall be liable for all taxes and like imposts on your salary and any bonus or other emoluments paid hereunder. It is incumbent on you to investigate your responsibilities for UK National Insurance, US FICA, income and capital taxes both in the UK and the US. The liabilities should be discussed with advice sought by you and you should obtain approval in advance for the payment of such costs. The company will bear the cost of filing tax returns in the US through a Smiths approved organisation. Any additional and dual tax liability which otherwise you would have not incurred, during the period of changeover from the UK to the USA system, will be met by the company.

**16. Repatriation**

In the event that the company chooses to repatriate you to the UK or another location, we will reimburse your airfares and reasonable transportation costs for household and personal goods in line with the company policy on relocation.

**17. Termination**

The company may terminate the contract by summary written notice:

- if you commit any substantial breach or, after warning, repeat or continue any breach of your obligations under the contract, or
- if you are guilty of any conduct which, apart from anything herein, would entitle the company to dismiss you from its employment summarily.

If the company terminates the employment they will, at your request, repatriate you to the UK and bear the costs of economy class air travel and agreed costs of transportation of personal effects in line with the relocation policy.

Please confirm your acceptance of the terms and conditions set out above by signing the enclosed duplicate.

*David Ramsay /sf*

David Ramsay  
Smiths Aerospace  
Director of Human Resources

I have read and hereby accept the position of Director/VP of Integration and Business Synergies Smiths DPS in accordance with the terms set out above.

Signed: 

Date: 15 April 02

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